

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

August 06, 2013

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

27 August 6, 2013

Sachi A. Hamae SACHI A. HAMAI EXECUTIVE OFFICER

GRANT OF EASEMENT AND SALE OF SURPLUS LAND AND RENTAL AND PURCHASE OPTION PLAN AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE ARCHDIOCESE OF LOS ANGELES EDUCATION AND WELFARE CORPORATION PUDDINGSTONE CHANNEL - PARCELS 11GE AND 11EXF.6 IN THE CITY OF SAN DIMAS (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

This action will allow the Los Angeles County Flood Control District to grant an easement for ingress and egress purposes, sell portions of fee-owned property, and enter into a rental and payment plan agreement with the Archdiocese of Los Angeles Education and Welfare Corporation along Puddingstone Channel in the City of San Dimas.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

- 1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
- 2. Find the grant of easement for ingress and egress purposes and the subsequent use of said easement will not interfere with the use of Puddingstone Channel for any purposes of the Los Angeles County Flood Control District.

The Honorable Board of Supervisors 8/6/2013 Page 2

- 3. Approve the grant of easement from the Los Angeles County Flood Control District to the Archdiocese of Los Angeles Education and Welfare Corporation over Puddingstone Channel Parcel 11GE in the City of San Dimas for \$16,601.
- 4. Instruct the Chairman of the Board of Supervisors of the Los Angeles Flood Control District to sign the Easement document and authorize delivery to the Archdiocese of Los Angeles Education and Welfare Corporation.
- 5. Find that the fee interest in Puddingstone Channel Parcel 11EXF.6 in the City of San Dimas is no longer required for the purposes of the Los Angeles County Flood Control District.
- 6. Authorize the sale of Puddingstone Channel Parcel 11EXF.6 from the Los Angeles County Flood Control District to the Archdiocese of Los Angeles Education and Welfare orporation for \$43,655.
- 7. Delegate authority to the Chief Engineer or her designee to sign the Quitclaim Deed document after payment for Parcel 11EXF.6 is paid in full.
- 8. Approve and execute the Rental and Payment Plan Agreement between the Los Angeles County Flood Control District and the Archdiocese of Los Angeles Education and Welfare Corporation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the Board, acting as the governing body of the Los Angeles County Flood Control District (LACFCD), to grant an easement for ingress and egress purposes over Puddingstone Channel Parcel 11GE; sell portions of feeowned property along Puddingstone Channel Parcel 11EXF.6; and enter into a rental and payment plan agreement (Agreement) with the Archdiocese of Los Angeles Education and Welfare Corporation (Church) along Puddingstone Channel in the City of San Dimas. The recommended actions will remedy an encroachment by the Church.

The LACFCD acquired fee title in land for the construction of Puddingstone Channel. Construction of the facility has been completed, and Parcel 11EXF.6 lies outside of the required right of way. The Church is the adjacent property owner and is considered to be the logical purchaser.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Fiscal Sustainability (Goal 2). The revenue received from this transaction will help promote fiscal sustainability for the operation and maintenance of flood control facilities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The cost for the easement is \$16,601 and the cost for the sale of fee title is \$43,655, which represents the negotiated settlement. The Church paid for the easement, and the funds have been deposited into the Flood Control District Fund. The Church will make payments toward the purchase of fee title in the amount of \$10,913.75 per year for 4 years. Said amount will constitute rent and will be applied toward the purchase price of the fee title once the total amount is paid in full. Said amount will be nonrefundable if the Church breaches the terms of the Agreement.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Church has been using portions of Puddingstone Channel for ingress and egress and for the maintenance of storage facilities without permission from the LACFCD. These transactions will remedy the encroachment.

The Agreement sets forth the conditions of the payment plan and allows the Church continued legal occupancy until Parcel 11EXF.6 has been paid in full.

These transactions are authorized by Section 2, paragraph 13, of the Los Angeles County Flood Control Act. This Section provides as follows: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and has all the following powers... 13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of the board of supervisors of the property, or any interest therein or part thereof, is no longer required for the purposes of the district, or may be leased for any purpose without interfering with the use of the same for the purposes of the district..."

The Agreement and Easement documents have been approved by County Counsel as to form and will be recorded.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15312 of the CEQA Guidelines and Class 12 of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for the sale of surplus government property. The surplus properties under the proposed sale do not have significant values for wildlife habitat or other environmental purposes and are incapable of independent development.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions will eliminate the need to maintain portions of these parcels and will reduce the cost of the LACFCD's expenses and potential liabilities.

CONCLUSION

Please return one adopted copy of this letter, one executed original Easement document, and two executed originals of the Sale of Surplus Land and Rental and Purchase Option Plan Agreement to the Department of Public Works, Survey/Mapping & Property Management Division. Retain the duplicates for your files.

The Honorable Board of Supervisors 8/6/2013 Page 4

Haie Farher

Respectfully submitted,

GAIL FARBER

Director

GF:SGS:hp

Enclosures

C: Auditor-Controller (Accounting Division - Asset Management)
 Chief Executive Office (Rita Robinson)
 County Counsel
 Executive Office

DUPLICATE

RECORDING REQUESTED BY AND MAIL TO:

Archdiocese of Los Angeles Education & Welfare Corporation 3424 Wilshire Boulevard Los Angeles, CA 90010 Attention Real Estate Department

Space Above This Line Reserved for Recorder's Use

DOCUMENTARY TRANSFER TAX IS \$
() COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
() COMPUTED ON FULL VALUE LESS VALUE OF LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Assessor's Identification Numbers: 8391-023-902 and 907 (Portions)

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), does hereby grant to the ARCHDIOCESE OF LOS ANGELES EDUCATION & WELFARE CORPORATION, a California corporation (hereinafter referred to as GRANTEE), an easement for ingress and egress purposes in, on, over, and across the real property in the City of San Dimas, County of Los Angeles, State of California, described in Exhibit A and shown and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof (the Easement Area).

Subject to all matters of record and to the following reservation and conditions, which GRANTEE by the acceptance of this Easement and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

- 1. DISTRICT reserves the paramount right to use said land for flood control purposes.
- 2. GRANTEE agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the land herein described until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control District, such approval not to be unreasonably withheld. Such approval by DISTRICT shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. DISTRICT does not accept ownership or responsibility for the improvements.
- 3. GRANTEE shall indemnify, defend, and save harmless DISTRICT, its officers, agents, and/or employees, from any and all claims, demands, liability, loss, damage, or expense to which DISTRICT, its officers, agents, and employees may be subjected as the result of any act or omission by GRANTEE, its officers, agents, employees, or contractors, arising out of the exercise by GRANTEE, its officers, agents, employees, or contractors of any rights granted to it by this Easement document except for loss or damage arising from the sole negligence or willful misconduct of DISTRICT.

Puddingstone Channel (File: PUDDINGSTONE CHANNEL (11)) Parcel 11GE Easement Page 2

- DISTRICT shall indemnify, defend, and save harmless GRANTEE, its officers, agents, 4. affiliates, and/or employees, from any and all claims, demands, liability, loss, damage, or expense to which GRANTEE, its officers, agents, affiliates, and/or employees may be subjected as a result of any act or omission of DISTRICT, its officers, agents, employees. or contractors in the Easement Area except for loss or damage arising from the sole negligence or willful misconduct of GRANTEE.
- 5. It is expressly understood that DISTRICT will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement.
- 6. The provisions and agreements contained in this Easement document shall be binding upon GRANTEE, its successors, and assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on the structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following GRANTEE's exercise of these easement rights to construct such structures and improvements, GRANTEE agrees to pay on behalf of DISTRICT that part of any such assessment levied against DISTRICT, which is based on the value contributed to that area by GRANTEE's said improvements.

19rust 6, 2013 Dated

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

By Rolley & Home Chairman, Board of Supervisors of the Los Angeles

County Flood Control District

APPROVED AS TO FORM

JOHN F. KRATTLI County Counsel

Carola Suzuki

ATTEST:

SACHI A. HAMAI, Executive Officer of the Board of Supervisors of the County of Los Angeles

Deputy

DB:bw

By

P:CONF:EASEPUDDINGSTONE11.DOC RVSD 2613 FNL 21113

Puddingstone Channel

(File: PUDDINGSTONE CHANNEL (11))

Parcel 11GE 68B-RW 8.1

S.D. 5

M1022014

Project ID: MPR0000404

STATE OF CALIFORNIA)				
COUNTY OF LOS ANGELES) ss.)				
On January 6, 1987, the lex officio the governing body of a and authorities for which said Boa of the Government Code that aut the Board on all papers, document	all other spectard so acts a horized the natural natura natura natura natura natura natura nat	cial assessment dopted a resolution use of facsimile iments requiring	t and taxin ition pursu signature g the Chair	g districts, a ant to Section s of the Cha man's signa	gencies, on 25103 irman of ature.
The undersigned hereby conthe facsimile signature of MARK in Chairman of the Board of Superv DISTRICT, was affixed hereto as further certifies that on this date a Board of Supervisors of the LOS	isors of the latter the official copy of the	LOS ANGELES execution of thi document was	S COUNTY s documer delivered to	FLOOD CO nt. The undo the Chairm	ONTROL ersigned an of the
In witness whereof, I have day and year above written.	also hereun	to set my hand	and affixe	d my official	seal the
		SACHI A. HAM of the Board of of the County of By	f Superviso	ors eles	
(LACFCD-SEAL)					
APPROVED AS TO FORM:					
JOHN F. KRATTLI County Counsel					
By Carola Snzwlei Deputy					
APPROVED as to title and execution,	_· Division				
Supervising Title Examiner					

EXHIBIT A

File with: PUDDINGSTONE CHANNEL 11

68B-RW 8.1

A.I.N. 8391-023-902 & 907 (Portions)

T.G. 600 (D2) I.M. 144-337 S.D. 5 M1022014

LEGAL DESCRIPTION

PARCEL NO. 11GE (Grant of easement for ingress and egress purposes):

That portion of that certain 100-foot-wide strip of land in the northeast quarter of the northwest quarter of the northeast quarter of Section 11, Township 1 South, Range 9 West, Subdivision of the Rancho Addition to San Jose and a Portion of the Rancho San Jose, as shown on map recorded in Book 22, pages 21, 22, and 23, of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, said strip of land being described in deed to Los Angeles County Flood Control District in Book 6122, page 250, of Official Records, in the office of said Registrar-Recorder/County Clerk, within the following described boundaries:

Beginning at the intersection of the southerly sideline of Bonita Avenue, 100 feet wide, as shown on map of Tract No. 27303, recorded in Book 720, pages 95 and 96, of Maps, in the office of said Registrar-Recorder/County Clerk, and the west line of the northeast quarter of the northwest quarter of the northeast quarter of said Section 11; thence South 0°04'50" East, along said west line, a distance of 118.22 feet; thence North 89°35'35" East 19.09 feet; thence North 36°33'54" East 16.10 feet to a line parallel with and 13.00 feet northerly, measured at right angles, from said course having a bearing of North 89°35'35" East; thence along said parallel line, North 89°35'35" East 5.50 feet; thence North 0°24'25" East 105.52 feet to said southerly sideline of Bonita Avenue; thence westerly, along said southerly sideline, a distance of 35.09 feet to the point of beginning.

Containing: 3961± square feet



APPROVED AS TO DESCRIPTION

AVBUST 13, 2012

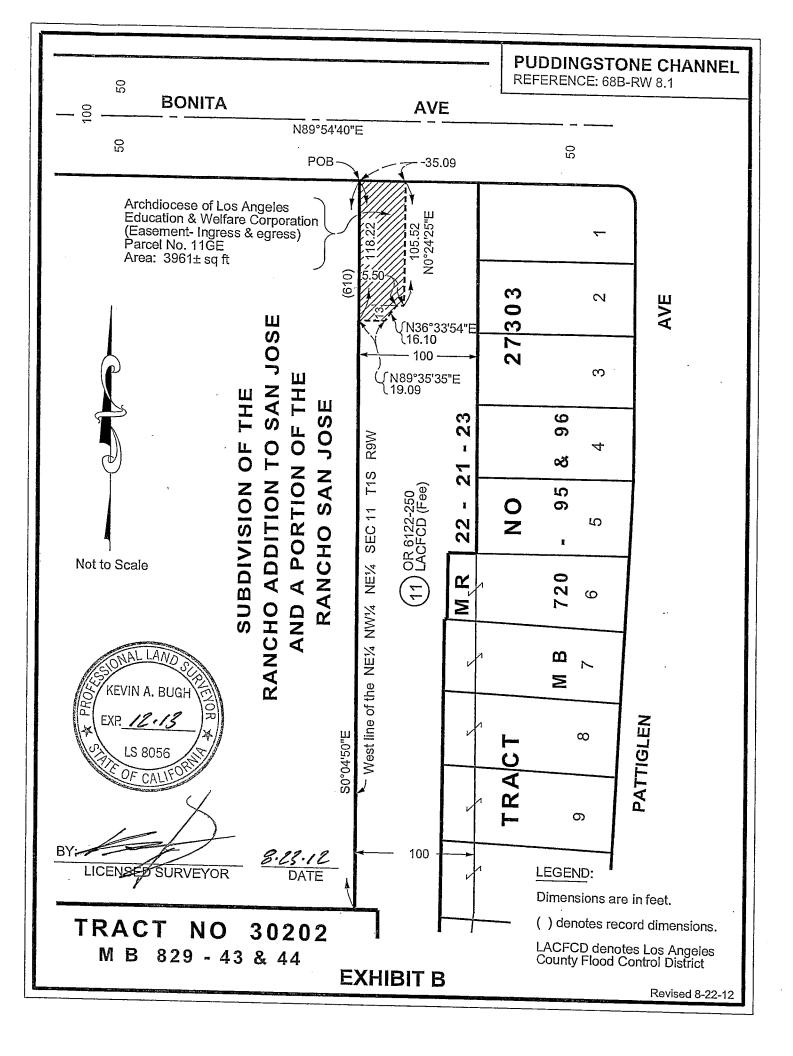
COUNTY OF LOS ANGELES

By

LICENSED SURVEYOR

Survey/Mapping and Property Management Division

LP\puddingstone channel 11GE_8-22-12 .doc



RECORDING REQUESTED BY AND MAIL TO:

County of Los Angeles Department of Public Works Survey/Mapping & Property Management Division P.O. Box 1460 900 South Fremont Avenue Alhambra, CA 91802-1460

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27363 OF THE GOVERNMENT CODE.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Assessor's Identification Nos. 8391-023-902 (Portion) 8391-023-907 (Portion)

SALE OF SURPLUS LAND AND RENTAL AND PURCHASE OPTION PLAN AGREEMENT

This Sale of Surplus Land and Rental and Purchase Option Plan Agreement (Agreement) is entered into as of this ______ day of ______, 2012, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), and the ARCHDIOCESE OF LOS ANGELES EDUCATION AND WELFARE CORPORATION, (hereinafter referred to as CHURCH).

RECITALS

WHEREAS, DISTRICT owns fee title over Puddingstone Channel, in the City of San Dimas; and

WHEREAS, CHURCH's storage facilities are encroaching over portions of Assessor's Identification Nos. 8391-023-902 and 8391-023-907, which are located westerly of Puddingstone Channel; and

WHEREAS, DISTRICT and CHURCH desire to remedy this encroachment by DISTRICT granting to CHURCH an easement for ingress and egress over Parcel 11GE and quitclaiming fee title in Parcel 11EXF.6 as shown in Exhibit A attached hereto and made a part hereof upon compliance with the terms and conditions set forth herein; and

WHEREAS, CHURCH paid DISTRICT \$16,601 for the ingress and egress easement over Parcel 11GE and also agrees to make four equal annual payments of \$10,913.75 for the quitclaim of Parcel 11EXF.6.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. TERM

The Agreement shall commence upon execution by the DISTRICT's Board of Supervisors and shall expire upon receipt of payment in full for Parcel 11EXF.6.

2. PAYMENTS

CHURCH agrees to pay DISTRICT \$43,655 divided into four annual payments of \$10,913.75 toward the purchase price of the fee title for Parcel 11EXF.6. The initial payment will be due on January 1, 2014, and the remaining three payments of \$10,913.75 will be due on January 1, of each year thereafter payable to:

Los Angeles County Flood Control District c/o County of Los Angeles Department of Public Works P.O. Box 7437 Alhambra, CA 91802-7437

3. CONVEYANCE OF FEE TITLE

Upon receipt of the full purchase price of \$43,655, DISTRICT will quitclaim to CHURCH its fee title interest over Parcel 11EXF.6 by a Quitclaim Deed in substantially the same form attached hereto as Exhibit B.

4. RIGHT OF POSSESSION

CHURCH shall have the right to occupy Parcel 11EXF.6 until such time as full payment is received by DISTRICT and the Quitclaim Deed to CHURCH has been recorded and delivered to the CHURCH, provided all payments and insurance are current.

The CHURCH shall make payments toward the purchase of Parcel 11EXF.6, in the amount of \$10,913.75 per year for four years. Said amount will constitute rent and will be applied toward the purchase price of Parcel 11EXF.6 once the total amount is paid in full. Payments received by District are nonrefundable if the CHURCH breaches the terms of the Agreement.

5. INDEMNIFICATION

CHURCH shall indemnify, defend, and hold DISTRICT, the County of Los Angeles, and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses; including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to its use and occupancy of Parcel 11EXF.6, until such time that the Quitclaim Deed is recorded and title has transferred to the CHURCH.

6. INSURANCE

Without limiting CHURCH's indemnification of the DISTRICT, CHURCH shall at its own expense take out and maintain in force, at all times during the term of this Agreement, a policy or policies of insurance for its use of Parcel 11EXF.6. As a minimum, the policy shall meet the following criteria:

- Comprehensive General Liability Insurance. CHURCH shall procure Commercial General Liability Insurance with General Aggregate Coverage of not less than TWO MILLION DOLLARS (\$2,000,000), and ONE MILLION DOLLARS (\$1,000,000) coverage per occurrence.
- Automobile Liability Insurance. CHURCH shall procure such policy with coverage not less than ONE MILLION DOLLARS (\$1,000,000) per accident.
- The COUNTY OF LOS ANGELES and LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, its governing board, officers, agents, and employees shall be named as additional insured on all policies of liability insurance.

All policies of insurance shall be with a company or companies authorized by law to transact insurance business in the State of California. Prior to the commencement date of this Agreement, CHURCH shall furnish to DISTRICT a copy of the policy of insurance in a form acceptable to DISTRICT evidencing CHURCH's insurance coverage.

The policies required herein are primary and noncontributing with any insurance or self insurance that may be carried by the DISTRICT.

To the fullest extent permitted by law, the CHURCH hereby waives its rights and its insurer(s)' rights of recovery against DISTRICT under all the required insurance for any loss arising from or relating to this AGREEMENT. The CHURCH shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to affect such waiver.

Upon renewal of any of the policies of insurance, CHURCH shall furnish to DISTRICT a Certificate of Insurance evidencing CHURCH's continued insurance coverage. The DISTRICT shall be given notice in writing at least thirty (30) days in advance of cancellation or modification of such policy and ten (10) days notice for nonpayment.

In the event any of the insurance policies are changed or if the insurance carrier is changed, CHURCH shall provide DISTRICT a copy of the replacement policy meeting the minimum requirement as above noted.

7. BREACH OF AGREEMENT

CHURCH shall be deemed to have repudiated its obligations and to have breached this Agreement if, during the term of this Agreement, and upon expiration of any cure periods after notice from DISTRICT as set forth herein, either of the following occurs:

- 1. Failure to pay any installment when due.
- 2. Failure to pay any insurance premiums, liens, claims, or other charges when due for which CHURCH is responsible under this Agreement.

In the event the CHURCH breaches the Agreement and the acquisition is not completed, the Church must remove all encroachments and restore Parcel 11EFX.6 to its original condition. Payments received by District are nonrefundable if the CHURCH breaches the terms of the Agreement.

In addition, DISTRICT, shall have the right, at its sole election, to exercise any other remedies, which the DISTRICT may have in law or equity.

Notwithstanding anything to the contrary herein, neither party hereto shall be in breach of this Agreement until and unless notice of the potential breach is given by the other party, and such potential breach remains uncured for a period of fourteen (14) days thereafter.

8. SAVINGS CLAUSE

If any provision or provisions of this Agreement are for any reason adjudged to be unenforceable or invalid, it is the specific intent of the parties that the remainder shall subsist, be, and remain in full force and effect.

9. AUTHORITY TO ENTER INTO AGREEMENT

CHURCH and DISTRICT individually and severally attest that they are duly authorized to execute this Agreement.

10. NOTICES

Any notices to be given or other document to be delivered by either party must be in writing may be delivered in person, by private courier, deposited in the United States mail to the party for whom intended as follows:

To DISTRICT:

County of Los Angeles Department of Public Works

P.O. Box 1460

Alhambra, CA 91802-1460

Attention Survey/Mapping & Property Management Division

To CHURCH:

Archdiocese of Los Angeles

Education and Welfare Corporation Attention Real Estate Department

3424 Wilshire Boulevard Los Angeles, CA 90010

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused the Agreement to be subscribed by the Chairman of the Board and the seal of said DISTRICT to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the CHURCH has hereunto subscribed its name, the day and year first above written.

CHURCH Archdiocese of Los Angeles Education and Welfare Corporation APPROVED AS TO FORM: First Vice President JOHN F. KRATTLI County Counsel By: ______ Joseph V. Brennan By: Carole Suzulci Deputy DISTRICT (DISTRICT-SEAL) LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ATTEST By: _____ Chairman, Board of Supervisors SACHI A. HAMAI, Executive Officer of the Board of Supervisors of the County of Los Angeles

HK:psr P2:\CHURCH AGMT1

